

Hearing Date: November 19, 2012 at 10:00 a.m.
Objection Deadline: September 28, 2012 at 5:00 p.m.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**OBJECTION OF DALLAS CPT FEE OWNER, L.P.
TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THEIR NON-
RESIDENTIAL LEASE WITH RESIDENTIAL FUNDING CORPORATION
AND TO THE PROPOSED CURE AMOUNTS**

Dallas CPT Fee Owner, L.P. (the “Landlord”), by and through its undersigned counsel, submits this objection (the “Objection”) to the above-captioned debtors’ and debtors’ in possession (collectively, the “Debtors”) *Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* [Docket No. 924] and the *First Supplemental Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* [Docket No. 1459] (collectively, the “Cure Notices”). In support of this Objection, the Landlord respectfully states:

BACKGROUND

1. On May 14, 2012 (the “Petition Date”), each of the Debtors filed a voluntary

petition in this Court for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Prior to the Petition Date, the predecessor-in-interest to Debtor Residential Funding Corporation and the Landlord’s predecessor-in-interest entered into an office lease agreement, dated December 17, 1993, as periodically amended and extended (the “Lease”) for the premises located at 2711 North Haskell Avenue, Dallas, Texas 75204 (the “Premises”).

3. On May 14, 2012, the Debtors filed a motion [Docket No. 61] (the “Motion”) for entry of an order establishing, among other things, a deadline by which parties may object to the potential assumption and assignment of executory contracts and unexpired leases in connection with a proposed sale of certain of the Debtors’ assets to Nationstar Mortgage LLC (or a successful over-bidder), including objections to any proposed cure amounts. On June 28, 2012, this Court entered an order authorizing and establishing certain sale procedures and related objection deadlines in connection with the proposed sale [Docket No. 538] (the “Procedures Order”). Subsequently, the Debtors filed and served the Cure Notices, which set forth a proposed cure schedule for the Debtors’ outstanding obligations under the executory contracts and unexpired leases that the Debtors may seek to assume and assign.

4. The Lease for the Premises is among the unexpired leases listed on the Cure Notices. Pursuant to the Cure Notices, the Debtors assigned a cure amount of \$0 in connection with the Lease.

OBJECTION

5. In general, the Landlord does not object to the Debtors’ efforts to sell their assets or to attempt to assign the Lease in connection therewith. Nonetheless, the Landlord raises the following specific objections in connection with the assumption and assignment of the Lease to

the proposed purchaser (or any successful over-bidder): (i) the amount set forth on the Cure Notices is inaccurate and should be corrected; (ii) the proposed sale procedures do not adequately address the treatment and payment of year-end adjustments due under the Lease; and (iii) the Debtors have failed to demonstrate (or provide reasonable procedures by which the Landlord can attempt to assess) adequate assurance of future performance by any assignee of the Lease.¹

A. The Cure Amount Listed on the Cure Notices is Incorrect.

6. As stated above, the Cure Notices set forth a cure amount of \$0 in connection with the assumption and assignment of the Lease. Such amount is incorrect. Pursuant to the Lease, the Debtors are obligated to pay regular installments of fixed monthly rent, as well as a *pro rata* share of common area maintenance (“CAM”) fees, real estate taxes, insurance and other similar costs. As of the date hereof, the Debtors owe the Landlord no less than \$55,820.34 (the “Cure Amount”) on account of the Lease obligations, comprised of \$51,519.11 for outstanding prepetition Lease obligations and \$4,301.23 for outstanding postpetition Lease obligations. An invoice setting forth the Cure Amount is attached hereto as Exhibit A. Furthermore, the Landlord hereby reserves its right to further amend or supplement the Cure Amount including, but not limited to, for amounts which may become due in the future or for amounts which are due but have yet to be determined as of the date hereof.

7. In conjunction with the Debtors’ duty to cure all outstanding defaults under the Lease, the Debtors must compensate the Landlord for any actual pecuniary loss. See 11 U.S.C. § 365(b)(1)(B). Courts within this jurisdiction have held that a landlord’s attorneys’ fees incurred in connection with a lease constitute part of the cure amount owed. See In re Westview 74th St. Drug Corp., 59 B.R. 747, 757 (Bankr. S.D.N.Y. 1986) (payment of attorneys’ fees required as

¹ The Landlord contacted the Debtors in advance of the objection deadline to attempt to resolve its objections. However, no resolution was reached prior to the objection deadline.
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condition to lease assumption); In re Ribs of Greenwich Vill., Inc., 57 B.R. 319, 322 (Bankr. S.D.N.Y. 1986) (same). Accordingly, the Landlord is entitled to attorneys' fees in connection with the Debtors' obligations to cure all monetary defaults under the Lease, and reserves its right to further amend or supplement the Cure Amount to incorporate its postpetition attorneys' fees incurred.

B. Liability for Year-End Adjustments.

8. In addition to the Cure Amount, the Debtors are responsible under the Lease to pay for year-end adjustments for items such as CAM, insurance, taxes, and other items that are paid during the course of the year on an estimated basis. Generally, the year-end adjustment, or true-up, of these obligations does not take place until several months after the close of the Landlord's fiscal year. Since these accrued, but unbilled, charges are not yet due under the Lease, they do not create a current default that gives rise to a cure requirement by the Debtors at this time.

9. Nevertheless, the Debtors continue to be responsible for all such accrued and accruing charges under the Lease, and must pay such charges as and when they come due under the Lease. Any assignee must take the assignment of the Lease subject to its terms, as well as pay all obligations owing under the Lease, including obligations that have accrued but may not yet have been billed under the Lease. However, under the Debtors' sale procedures, it appears that the proposed assignee of the Lease will not be responsible for payment of such year-end adjustments, nor does it appear that the Debtors have made any other provision for the timely payment of such amounts. The Landlord, therefore, requests that any sale order entered by the Court provides, on terms acceptable to the Landlord, that any assignee of the Lease shall be responsible for all unpaid year-end adjustments, whether accruing prior to or after the effective date of assumption of the Lease, when such charges become due in accordance with the terms of

the Lease.

C. Adequate Assurance of Future Performance.

10. Pursuant to section 365(f)(2) of the Bankruptcy Code, the Debtors must establish the adequate assurance of future performance by the assignee, regardless of whether there has been a default under the Lease. See 11 U.S.C. § 365(f)(2). The Debtors bear the burden of establishing adequate assurance of future performance. In re F.W. Restaurant Assoc., Inc., 190 B.R. 143, 147 (Bankr. D. Conn. 1995); In re Rachels Indus., Inc., 109 B.R. 797, 802 (Bankr. W.D. Tenn. 1990); In re Lafayette Radio Elecs. Corp., 12 B.R. 302, 312 (Bankr. E.D.N.Y. 1981). At present, the Debtors have failed to meet such burden as they have not provided any information to assess adequate assurance of future performance by the proposed assignee of the Lease. Nor have the Debtors proposed any procedure to provide the Landlord with sufficient information by which the Landlord may reasonably attempt to assess adequate assurance of future performance within a reasonable period of time prior to the objection deadline to the proposed sale. Accordingly, the Debtors should be required to (i) establish adequate assurance of future performance with respect to any proposed assignee of the Lease, and (ii) provide to the Landlord, not less than two weeks prior to any deadline fixed for objections to the proposed sale, information sufficient for the Landlord to assess adequate assurance of future performance by any such proposed assignee.

RESERVATION OF RIGHTS

11. The Cure Amount as set forth in this Objection represents the amounts currently due and owing to the Landlord under the Lease. The Cure Amount may change prior to the actual date of assumption and assignment of the Lease. As such, the Landlord expressly reserves the right to amend the Cure Amount from time to time, and at any time, to reflect the Debtors' liability for any and all outstanding obligations under the Lease, including, but not limited to: (i)

postpetition rent and other charges under the Lease which become due after the date hereof; (ii) amounts due and owing under the Lease, but which may be unbilled as the date hereof, including, but not limited to, year-end adjustments for CAM fees, taxes, insurance, and similar charges; (iii) any regular or periodic adjustment of charges under the Lease which were not due or had not been determined as of the date hereof; and (iv) insurance and indemnification obligations under the Lease. The Landlord also reserves the right to join in any objections filed by other real property lessors in these cases.

WHEREFORE, the Landlord requests that the Court enter an order (i) requiring the Debtors to pay the Cure Amount, including attorneys' fees due under the Lease at the time of assumption and assignment; (ii) requiring the assignee to comply with the obligations under the Lease, including, but not limited to, the payment of all year-end adjustments and true-ups; (iii) requiring the Debtors to demonstrate adequate assurance of future performance in connection with any proposed assumption and assignment of the Lease; and (iv) granting to the Landlord such other and further relief as the Court deems just and proper.

Dated: September 28, 2012
New York, New York

PROSKAUER ROSE LLP

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EXHIBIT A

The Tower at Cityplace
Residential Funding Corporation
AR Analysis

AR Balance to 5/14/12:	\$ 51,519.11	PRE-PETITION AR BALANCE
AR Balance after 5/14/12:	<u>\$ (310,877.61)</u>	
Total AR Balance as of 8/31/12:	<u>\$ (259,358.50)</u>	
Less September prepayment:	\$ (315,178.84)	
Less Pre-Petition AR Balance:	<u>\$ 55,820.34</u>	
Remaining AR Balance:	\$ 4,301.23	POST-PETITION AR BALANCE

Database: STREAM
Report ID: STRM_CMAGEDL

Aged Delinquencies
Stream Realty Partners

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Lease ID	Invoice Date	Category	Source	Description	Amount	Current	1 Month	2 Months	3 Months	4 Months
M731-006749	RESIDENTIAL FUNDING CORP			Master Occupant Id: PPTR812-4	Day Due: 1	Delq Day: 10				
	SHARON SHENCK			0900 Current	Last Payment:	8/30/2012	19,661.50			
	(412) 234-8579									
006749	7/29/2010	EM	Electric - Metered	CH ENG0710-08 7/10 SUB MT ELEC	1,610.48	0.00	0.00	0.00	0.00	1,610.48
006749	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	2,135.86	0.00	0.00	0.00	0.00	2,135.86
006750	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	1,990.38	0.00	0.00	0.00	0.00	1,990.38
006751	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	2,059.53	0.00	0.00	0.00	0.00	2,059.53
006752	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	1,989.60	0.00	0.00	0.00	0.00	1,989.60
006753	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	2,059.46	0.00	0.00	0.00	0.00	2,059.46
006754	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	2,118.07	0.00	0.00	0.00	0.00	2,118.07
006755	1/1/2011	O	CAM - Current Year	CH AUTOCHRG @T1/31/2011 @R	1,756.24	0.00	0.00	0.00	0.00	1,756.24
006756	1/3/2011	PPU	Prepaid Utilities	CR 01/11 ELEC OVERPAYMENT	-188.89	0.00	0.00	0.00	0.00	-188.89
006756	1/31/2011	PPU	Prepaid Utilities	CR 02/11 ELEC	-188.41	0.00	0.00	0.00	0.00	-188.41
006750	2/1/2011	O	CAM - Current Year	CH AUTOCHRG @T2/28/2011	2,499.31	0.00	0.00	0.00	0.00	2,499.31
006751	2/1/2011	O	CAM - Current Year	CH AUTOCHRG @T2/28/2011	2,586.14	0.00	0.00	0.00	0.00	2,586.14
006752	2/1/2011	O	CAM - Current Year	CH AUTOCHRG @T2/28/2011	2,498.32	0.00	0.00	0.00	0.00	2,498.32
006755	2/1/2011	O	CAM - Current Year	CH AUTOCHRG @T2/28/2011	3,843.39	0.00	0.00	0.00	0.00	3,843.39
006749	2/1/2011	O	CAM - Current Year	CH AUTOCHRG @T2/28/2011	2,681.98	0.00	0.00	0.00	0.00	2,681.98
006749	2/8/2011	X	Sales Tax	CH PRK0111-32 TAX	86.38	0.00	0.00	0.00	0.00	86.38
006749	2/21/2011	U	Miscellaneous Billings	CH M0211-04 COOR FEE	7.43	0.00	0.00	0.00	0.00	7.43
006749	2/21/2011	X	Sales Tax	CH M0211-04 TAX	10.56	0.00	0.00	0.00	0.00	10.56
006756	2/28/2011	PPU	Prepaid Utilities	CR 03/11 ELEC	-188.41	0.00	0.00	0.00	0.00	-188.41
006756	4/29/2011	PPU	Prepaid Utilities	CR 05/11 ELEC	-85.19	0.00	0.00	0.00	0.00	-85.19
006756	5/27/2011	PPU	Prepaid Utilities	CR 06/11 ELEC	-188.41	0.00	0.00	0.00	0.00	-188.41
006752	6/1/2011	O	CAM - Current Year	CH AUTOCHRG @T6/30/2011	103.19	0.00	0.00	0.00	0.00	103.19
006756	6/23/2011	PPD	PREPAID	CR 07/11 PAYMENT	-188.40	0.00	0.00	0.00	0.00	-188.40
006752	7/1/2011	O	CAM - Current Year	CH AUTOCHRG @T7/31/2011	103.19	0.00	0.00	0.00	0.00	103.19
006749	8/1/2011	O	CAM - Current Year	CH AUTOCHRG @T8/31/2011	103.19	0.00	0.00	0.00	0.00	103.19
006756	8/1/2011	PPU	Prepaid Utilities	CR	-188.40	0.00	0.00	0.00	0.00	-188.40
006756	8/26/2011	PPD	PREPAID	CR 09/11 RENT	-188.41	0.00	0.00	0.00	0.00	-188.41
006749	9/1/2011	O	CAM - Current Year	CH AUTOCHRG @T9/30/2011	103.19	0.00	0.00	0.00	0.00	103.19
006755	9/1/2011	R	Rent	CH AUTOCHRG @T9/30/2011	0.01	0.00	0.00	0.00	0.00	0.01
006756	9/30/2011	PPD	PREPAID	CR 10/11 RENT	-188.41	0.00	0.00	0.00	0.00	-188.41
006752	10/1/2011	O	CAM - Current Year	CH AUTOCHRG @T10/31/2011	0.09	0.00	0.00	0.00	0.00	0.09
006749	10/1/2011	O	CAM - Current Year	CH AUTOCHRG @T10/31/2011	103.11	0.00	0.00	0.00	0.00	103.11
006750	11/1/2011	O	CAM - Current Year	CH AUTOCHRG @T11/30/2011	103.20	0.00	0.00	0.00	0.00	103.20
006750	12/1/2011	O	CAM - Current Year	CH AUTOCHRG @T12/31/2011	103.20	0.00	0.00	0.00	0.00	103.20
006749	12/15/2011	BB	Markup	CH ENG 1111-50	0.01	0.00	0.00	0.00	0.00	0.01
006750	12/15/2011	D	Water	CH W1111-04 WATER	45.08	0.00	0.00	0.00	0.00	45.08
006750	12/15/2011	U	Miscellaneous Billings	CH W1111-04 WATER	6.76	0.00	0.00	0.00	0.00	6.76

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Lease ID	Invoice Date	Category	Source	Description	Amount	Current	1 Month	2 Months	3 Months	4 Months
006749	12/15/2011	U	Miscellaneous Billings	CH ENG 1111-50	1,348.62	0.00	0.00	0.00	0.00	1,348.62
006749	12/15/2011	X	Sales Tax	CH ENG 1111-50	111.26	0.00	0.00	0.00	0.00	111.26
006750	12/15/2011	X	Sales Tax	CH W1111-04 WATER	0.56	0.00	0.00	0.00	0.00	0.56
006751	1/1/2012	R	Rent	CH AUTOCHRG @T1/31/2012	0.01	0.00	0.00	0.00	0.00	0.01
006750	2/1/2012	R	Rent	CH AUTOCHRG @T2/29/2012	0.01	0.00	0.00	0.00	0.00	0.01
006753	3/1/2012	R	Rent	CH AUTOCHRG @T3/31/2012	0.01	0.00	0.00	0.00	0.00	0.01
006756	3/12/2012	PPD	PREPAID	CR 03/02/12 PYMNT	-90.00	0.00	0.00	0.00	0.00	-90.00
006755	4/1/2012	R	Rent	CH AUTOCHRG @T4/30/2012	0.01	0.00	0.00	0.00	0.00	0.01
006749	4/10/2012	CBT	Cleaning - Billed to Ten	CH M0412-05	360.00	0.00	0.00	0.00	0.00	360.00
006749	4/10/2012	M	Maintenance	CH M0412-05	1,771.24	0.00	0.00	0.00	0.00	1,771.24
006749	4/10/2012	SBT	Security - Billed to Ten	CH M0412-05	135.00	0.00	0.00	0.00	0.00	135.00
006749	4/10/2012	X	Sales Tax	CH M0412-05	12.36	0.00	0.00	0.00	0.00	12.36
006749	4/30/2012	BB	Markup	CH ENG 0312-50	12,043.07	0.00	0.00	0.00	0.00	12,043.07
006749	4/30/2012	CHW	Chilled Water(BTU)	CH ENG 0312-50	902.03	0.00	0.00	0.00	0.00	902.03
006750	4/30/2012	D	Water	CH W 0312-04	59.70	0.00	0.00	0.00	0.00	59.70
006749	4/30/2012	EM	Electric - Metered	CH ENG 0312-50	1,734.34	0.00	0.00	0.00	0.00	1,734.34
006749	4/30/2012	HVO	O/T A/C	CH ENG 0312-50	940.59	0.00	0.00	0.00	0.00	940.59
006749	4/30/2012	PST	Parking Stamp	CH PRK 0312-02	677.00	0.00	0.00	0.00	0.00	677.00
006749	4/30/2012	U	Miscellaneous Billings	CH ENG 0312-50	2,343.02	0.00	0.00	0.00	0.00	2,343.02
006749	4/30/2012	X	Sales Tax	CH PRK 0312-02	55.85	0.00	0.00	0.00	0.00	55.85
006755	5/1/2012	E	Electric - Current Year	CH AUTOCHRG @T5/31/2012	0.01	0.00	0.00	0.00	0.01	0.00
006756	6/1/2012	S	Storage	CH AUTOCHRG @T6/30/2012	0.01	0.00	0.00	0.01	0.00	0.00
006749	8/1/2012	CHW	Chilled Water(BTU)	CH AUTOCHRG @T8/31/2012	2,383.01	2,383.01	0.00	0.00	0.00	0.00
006749	8/1/2012	D	Water	CH AUTOCHRG @T8/31/2012	57.69	57.69	0.00	0.00	0.00	0.00
006755	8/1/2012	E	Electric - Current Year	CH AUTOCHRG @T8/31/2012	78.21	78.21	0.00	0.00	0.00	0.00
006749	8/1/2012	EM	Electric - Metered	CH AUTOCHRG @T8/31/2012	1,191.35	1,191.35	0.00	0.00	0.00	0.00
006749	8/1/2012	UCH	MISC. BILLING - CH WAT	CH AUTOCHRG @T8/31/2012	357.45	357.45	0.00	0.00	0.00	0.00
006749	8/1/2012	UD	MISC. BILLING - WATER	CH AUTOCHRG @T8/31/2012	8.65	8.65	0.00	0.00	0.00	0.00
006749	8/1/2012	UEM	MISC. BILLING - METER E	CH AUTOCHRG @T8/31/2012	178.70	178.70	0.00	0.00	0.00	0.00
006749	8/1/2012	XCH	SALES TAX - CH WATER	CH AUTOCHRG @T8/31/2012	29.49	29.49	0.00	0.00	0.00	0.00
006749	8/1/2012	XD	SALES TAX - WATER	CH AUTOCHRG @T8/31/2012	0.71	0.71	0.00	0.00	0.00	0.00
006749	8/1/2012	XEM	SALES TAX - METER EL	CH AUTOCHRG @T8/31/2012	14.74	14.74	0.00	0.00	0.00	0.00
006749	8/16/2012	PPD	PREPAID	CR PREPAID SEPTEMBER	-315,178.84	-315,178.84	0.00	0.00	0.00	0.00
006749	8/31/2012	X	Sales Tax	CH GEN 0812-01	1.22	1.22	0.00	0.00	0.00	0.00
		BB	Markup		12,043.08	0.00	0.00	0.00	0.00	12,043.08
		CBT	Cleaning - Billed to Ten		360.00	0.00	0.00	0.00	0.00	360.00
		CHW	Chilled Water(BTU)		3,285.04	2,383.01	0.00	0.00	0.00	902.03
		D	Water		162.47	57.69	0.00	0.00	0.00	104.78
		E	Electric - Current Year		78.22	78.21	0.00	0.00	0.01	0.00
		EM	Electric - Metered		4,536.17	1,191.35	0.00	0.00	0.00	3,344.82

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Lease ID	Invoice Date	Category	Source	Description	Amount	Current	1 Month	2 Months	3 Months	4 Months
			HVO	O/T A/C	940.59	0.00	0.00	0.00	0.00	940.59
			M	Maintenance	1,771.24	0.00	0.00	0.00	0.00	1,771.24
			O	CAM - Current Year	28,940.64	0.00	0.00	0.00	0.00	28,940.64
			PPD	PREPAID	-315,834.06	-315,178.84	0.00	0.00	0.00	-655.22
			PPU	Prepaid Utilities	-1,027.71	0.00	0.00	0.00	0.00	-1,027.71
			PST	Parking Stamp	677.00	0.00	0.00	0.00	0.00	677.00
			R	Rent	0.05	0.00	0.00	0.00	0.00	0.05
			S	Storage	0.01	0.00	0.00	0.01	0.00	0.00
			SBT	Security - Billed to Ten	135.00	0.00	0.00	0.00	0.00	135.00
			U	Miscellaneous Billings	3,705.83	0.00	0.00	0.00	0.00	3,705.83
			UCH	MISC. BILLING - CH WATER	357.45	357.45	0.00	0.00	0.00	0.00
			UD	MISC. BILLING - WATER	8.65	8.65	0.00	0.00	0.00	0.00
			UEM	MISC. BILLING - METER EL	178.70	178.70	0.00	0.00	0.00	0.00
			X	Sales Tax	278.19	1.22	0.00	0.00	0.00	276.97
			XCH	SALES TAX - CH WATER	29.49	29.49	0.00	0.00	0.00	0.00
			XD	SALES TAX - WATER	0.71	0.71	0.00	0.00	0.00	0.00
			XEM	SALES TAX - METER EL	14.74	14.74	0.00	0.00	0.00	0.00
RESIDENTIAL FUNDING CORP Total:					-259,358.50	-310,877.62	0.00	0.01	0.01	51,519.10